

REGIONAL TRANSIT AUTHORITY

RESOLUTION BACKGROUND AND COMMENTS

RESOLUTION NO. 95				
Meeting:	Date:	Agenda Item:	Staff Contact:	Phone:
Executive Committee	8/14/97	No. 4	Agnes Govern Director of	206-684-1673
Board of Directors	8/14/97	No. 7A-3	Express Bus/HOV	

ACTION:

Board approval of interlocal agreement with Community Transit to authorize RTA funding of construction of the Ash Way Park and Ride Lot to address the immediate need for more capacity, while demonstrating to the public the progress on the implementation of *Sound Move*.

BACKGROUND:

As part of the process of approving the Implementation Guide, the Public and Government Affairs Committee reviewed public comments and recommended revisions to the Draft Implementation Guide. Themes among the comments received included the fact that some projects are ready to be implemented now and that the RTA needs to show progress on its commitments to the public. Construction of this park and ride lot was one of four projects identified and approved as "First Moves" – the beginning of the implementation of *Sound Move*. The final Environmental Impact Statement for the Regional Transit System Plan (March 1993), which has been provided to the Board for consideration, evaluated the environmental impacts of the system plan, including increased park and ride lot capacity.

RELEVANT BOARD POLICIES AND PREVIOUS ACTIONS TAKEN:

- Adoption of System Plan (May 31, 1996)
- Adoption of Implementation Guide (May 22, 1997)
- Adoption of First Moves (May 22, 1997)

KEY FEATURES

- Community Transit is leading a \$4.3 million project to construct a 1,000 stall park-and-ride lot adjacent to I-5 on 164th St SW and Ash Way. They have four funding partners in this project: Federal Highway Administration, Transportation Improvement Board, Washington State Department of Transportation, and the Regional Transit Authority.
- The project has finished the design phase and is entering the construction phase, with construction scheduled to begin in September 1997.
- The purpose of this agreement is to establish how RTA will reimburse CT for their expenses related to the construction of the Ash Way Park and Ride Lot. Funding for this project was included in the System Plan adopted by the Board.

FUNDING:

Funding will be included in the 1998 budget request for expenditures related to this agreement. It is expected that the 1998 budget request will include approximately \$900,000 to fund this project. The adopted System Plan assumed \$2 million in funding for this project.

ALTERNATIVES:

Given that the project is about to enter the construction phase, there are no practical alternatives to present other than asking CT to find alternative sources of funding. This would be very difficult given the funding commitment of the RTA Board as indicated by its inclusion of this project in the adopted System Plan.

CONSEQUENCES OF DELAY:

CT is ready to begin construction on this project in September. Delay in approving this interlocal agreement would place CT in the position of going forward without approval of RTA funds needed for the project, or delaying the start of construction until such time approval is given. If the project is delayed, CT indicates that there is strong potential of losing \$1.5 million in currently allocated funding.

REGIONAL TRANSIT AUTHORITY

RESOLUTION NO. 95

A RESOLUTION of the Board of the Regional Transit Authority for the Pierce, King, and Snohomish Counties region authorizing the execution of an Agreement with Community Transit for the construction and operation of the Ash Way Park and Ride Lot.

WHEREAS, the Regional Transit Authority is a governmental agency vested with all powers necessary to implement a high capacity transportation system within its boundaries in King, Pierce, and Snohomish Counties as provided in Chapters 81.104 and 81.112 RCW; and

WHEREAS, Community Transit is authorized by Chapter 36.57A RCW to plan for and operate public transportation service for citizens residing within a portion of Snohomish County which is within the RTA boundaries; and

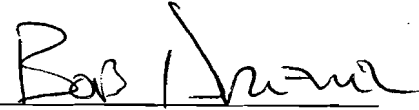
WHEREAS, on November 5, 1996, Central Puget Sound area voters approved local funding for *Sound Move*, the ten-year plan for regional high-capacity transit, which plan includes three new types of regional transportation to be integrated with local transit systems; and

WHEREAS, the environmental impacts of the system plan, including expanded park and ride lot capacity, were evaluated in the final Environmental Impact Statement for the Regional Transit System Plan and in the SEPA and NEPA environmental assessment completed by the Washington State Department of Transportation, Community Transit, and Snohomish County; and

WHEREAS, it is in the best interests of the RTA to assist in the construction of the Ash Way Park and Ride Lot being developed by Community Transit which will provide a multimodal solution to the overcrowding of park and ride facilities in southwest Snohomish County and facilitate the RTA's future regional express bus services;

NOW THEREFORE, BE IT RESOLVED by the Board of the Regional Transit Authority, that the Executive Director of the RTA is hereby authorized to execute an agreement with Community Transit to undertake a shared work program to construct the Ash Way Park and Ride Lot in substantially the same form as Exhibit A attached hereto.

ADOPTED by the Board of the Regional Transit Authority for the Pierce, King, and Snohomish Counties region at a regular meeting thereof on the 14th day of August, 1997.



Bob Drewel
Board Chair

ATTEST:



Marcia Walker
Board Administrator

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EXHIBIT A
DRAFT
AGREEMENT FOR CONSTRUCTION AND OPERATION OF
THE ASH WAY PARK AND RIDE

THIS AGREEMENT is made this _____ day of _____, 1997, between the Central Puget Sound Regional Transit Authority (hereinafter referred to as RTA), and Community Transit (hereinafter referred to as CT).

1. RECITALS

WHEREAS, RTA is a governmental entity vested with all powers necessary to implement a high capacity transportation system within its boundaries in King, Pierce, and Snohomish Counties as provided in RCW chs. 81.104 and 81.112.

WHEREAS, Community Transit is a Public Transportation Benefit Area Corporation and is authorized by Chapter 36.57A RCW to plan for and operate public transportation service for citizens residing within a portion of Snohomish County which is within the RTA boundaries.

WHEREAS, on November 5, 1996, Central Puget Sound area voters approved local funding for *Sound Move*, the ten-year plan for regional high-capacity transit. The plan includes three new types of regional transportation that will be integrated with the local transit systems and use a single, regional fare structure. The new facilities and services include:

- **Light rail** — 25-miles of new track with 24 stations in three segments: downtown Seattle north to the University District and potentially to Northgate; downtown Seattle south through Southeast Seattle and Tukwila to SeaTac; and downtown Tacoma to the Tacoma Dome Intermodal Station.
- **Commuter rail** — rush hour passenger service on 81-miles of existing train tracks stretching the north/south length of the district between Everett, Seattle, Tacoma, and Lakewood; includes building/improving 14 stations, making track improvements, and upgrading a signal control system.
- **Regional Express Bus/HOV Systems** — 20 new regional bus routes operating predominantly on the state's high-occupancy-vehicle lanes; includes building special HOV access ramps to the freeway HOV-lane network, and numerous transit facilities such as transit centers and park and ride lots.

WHEREAS, it is RTA's intent to begin funding for the construction of the Ash Way Park and Ride Lot to address the immediate need for more capacity while ensuring that the costs of providing this service fit within the financial principles outlined in *Sound Move*;

NOW THEREFORE, in consideration of the mutual promises and covenants herein contained, to be kept, performed, and fulfilled by the respective parties hereto, it is mutually agreed as follows:

2. PURPOSE OF AGREEMENT

This agreement is to establish how the RTA will reimburse CT for their expenses related to the construction of the Ash Way Park and Ride Lot. CT has completed the design of this project in cooperation with the state Department of Transportation which will also manage the construction of the facility for CT. CT has secured grant funding to cover a majority of the construction costs.

3. GOALS

This is the first step in the RTA's program to establish a network of community connections within the Puget Sound area to serve regional express bus routes and local connections. While not fully realized in this Agreement, the goals of the regional express bus program, to which both RTA and CT are committed, include:

- A. The facility will be built within the budget and on schedule as outlined in this agreement.
- B. The facility will be developed as part of a coordinated system of local and regional services that is easy to use and that promotes transit as a viable alternative to the automobile.
- C. The facility has been designed in a way that:
 - meets the needs of the customers,
 - provides the infrastructure to fully coordinate regional and local services (i.e., a "seamless" system), and
 - assures attainment of performance standards (i.e., speed, reliability, and system efficiency).
- D. Construction of this facility will act on the commitment to the voters that new local tax revenues will fund HCT services and facilities that will increase the overall level of service over that which currently exists and that integrates existing local transit service in a way that, among other things, supports HCT services.

- E. Joint cooperation to ensure that Snohomish County receives maximum improvements while the region receives maximum mobility.

4. OBJECTIVES OF THIS PROJECT

- A. To increase park and ride capacity in SW Snohomish County in order to mitigate congestion and overcrowding in four existing park and ride facilities.
- B. To provide a transportation hub to increase travel choices and to facilitate seamless connections to a variety of HOV and non-motorized modes.
- C. To increase mobility for SW Snohomish residents by supporting new, regional commuter bus service to the Seattle central business district (CBD), the University of Washington, and east King County.

5. INTERGOVERNMENTAL COORDINATION AND COOPERATION

The accomplishment of the work outlined in this agreement shall be carried out by a team composed of staff designated by the RTA and staff designated by Community Transit. Each agency shall identify a central contact during the construction of the Ash Way Park and Ride Lot the life of this agreement.

for

The parties hereto agree to coordinate construction of the Ash Way Park and Ride Lot as follows:

5.1 ROLE OF CT

CT shall provide management oversight on the construction of the Ash Way Park and Ride Lot as stated in agreement between WSDOT and CT dated July 2, 1997. CT will be responsible for the construction of the facility as set forth in subsection 6, and for the Budget and Scope described in Attachments 1 and 2.

5.2 ROLE OF RTA

RTA shall reimburse CT for their costs as outlined in the Budget and Schedule Objectives set forth in subsection 6. RTA will monitor performance through its review of regular progress reports.

6. BUDGET and SCHEDULE OBJECTIVES

CT will be responsible for all reimbursement to the state Department of Transportation for the construction of the Ash Way Park and Ride Lot. RTA agrees to reimburse CT for local CT costs related to the construction of the Ash Way Park and Ride Lot after all grant dollars have been allocated. RTA will process the requests for reimbursement within 20 days.

Project Advertisement	June, 1996
Bid Opening	July, 1997
Bid Award	August, 1997
Begin Construction	September, 1997
Complete Construction	July, 1998
Park & Ride Lot Open	July, 1998

CT will notify RTA of individual change order requests that exceed \$5,000 before CT approves the change order. CT will notify RTA of any change order that will cause the costs to be reimbursed by RTA to exceed \$_____. *[Amount to be filled in upon bid opening, prior to Executive Committee meeting.]* RTA agrees to review change order requests concurrently with CT and will provide comments to CT within three (3) business days of receiving written notice of the change order requests, provided, however, that CT shall have the sole authority to approve or disapprove change order requests.

7. FUNDING

RTA will reimburse CT for expenses related to the construction of the Ash Way Park and Ride Lot not to exceed \$_____. RTA shall not be obligated to reimburse CT for any costs that exceed \$_____. *[Amounts to be filled in upon bid opening, prior to Executive Committee meeting.]*

8. PUBLIC AND COMMUNITY INVOLVEMENT

RTA and CT shall work cooperatively in identifying, developing, and implementing a public information program regarding the construction and opening of the Ash Way Park and Ride Lot. RTA will also work with CT in order to develop Park and Ride Lot signage for use during construction and during operation of the facility. CT shall consult with RTA in the development of materials to be used and will be responsible for the distribution and organization of materials and activities with assistance, as necessary, from RTA.

9. PERFORMANCE MONITORING AND REPORTING

The Project Managers shall communicate on a regularly scheduled basis, but not less than weekly, to discuss the status of the tasks and services to be performed and to resolve any issues or disputes related to the successful performance of this Agreement. CT shall provide progress reports to RTA on a monthly basis, identifying how the project is proceeding related to scope, schedule, and budget. In the event of a significant change anticipated in budget, schedule, or scope, CT shall report such significant changes within five (5) working days.

10. ADMINISTRATION

All tasks and services undertaken pursuant to this Agreement shall be administered on behalf of RTA by the Community Connections Program Manager (RTA Project Manager), who will represent the RTA in administering tasks covered by the Agreement; and on behalf of CT by the Capital Facilities Project Manager (CT Project Manager), who will represent CT in administering tasks covered by the Agreement.

11. DISPUTE RESOLUTION

- A. The Project Managers shall use their best efforts to resolve disputes and issues arising out of or related to the tasks and services covered by this Agreement. The Project Managers will jointly cooperate in providing staff support to facilitate the performance of this Agreement and the resolution of any issues or disputes arising during the term of the Agreement.
- B. Each Project Manager shall notify the other in writing of any problem or dispute that the Project Manager believes should be resolved. The Project Managers shall meet within three (3) business days of receiving the written notice to attempt to resolve the dispute.
- C. In the event the Project Managers cannot resolve the dispute, the RTA Director of Regional Bus/HOV and the CT Deputy Director of Planning and Marketing shall meet and engage in good faith negotiations to resolve the dispute.
- D. In the event the RTA Director of Regional Bus/HOV and the CT Deputy Director of Planning and Marketing cannot resolve the dispute, the RTA Director of Regional Bus/HOV and the CT Executive Director shall meet and engage in good faith negotiations to resolve the dispute.
- E. RTA and CT agree that they shall have no right to seek relief in a court of law until and unless each of these procedural steps is exhausted.

12. INDEMNIFICATION AND RELEASE

In executing this Agreement, RTA undertakes no responsibility or liability for the adequacy of the design or construction of the facility, and shall have no responsibility or liability for the safety, fitness maintenance, repair, or safe operation of the Park and Ride Lot that will be operated by CT pursuant to this Agreement. CT hereby undertakes and assumes the obligation to safely maintain and operate the Ash Way Park and Ride Lot pursuant to this Agreement, and CT hereby releases RTA from said obligations.

To the maximum extent permitted by law, CT and RTA shall defend, indemnify, and hold harmless the other party of all of its officials, employees, principals, and agents from all claims, demands, suits, actions, and liability of any kind whatsoever which arise out of, are connected with, or are incident to any errors, omissions or negligent acts of the indemnifying party, its contractor, employees, and agents in performing the indemnifying party's obligations under this Agreement; provided, however if any such claims, demands, suits, actions, or liability are caused by or result from the concurrent negligence of the parties or their respective contractors, agents, or employees, this defense and indemnity obligation applies only to the extent of the negligence of the indemnifying party or its contractor, employees, or agents. The parties agree that their obligations under this paragraph extend to claims made against one party by the other party's own employees. For this purpose, the parties, by mutual negotiation, hereby waive, as respects the other party only, any immunity that would otherwise be available against such claims under the industrial insurance provisions of Title 51 RCW. In the event either party incurs attorney's fees, costs, or other legal expenses to enforce the provisions of this section against the other party, all such fees, costs, and expenses shall be recoverable by the prevailing party.

13. AMENDMENTS

Agreement may be amended at any time by mutual written agreement of the parties, provided that said amendments must be approved and signed by RTA Director of Regional Bus/HOV and CT Executive Director, and provided further that any amendment in their judgment constitutes a material change to this Agreement must be approved by the RTA Board of Directors and/or by the CT Board.

14. RECORDS

Each party shall maintain records that accurately reflect all actions taken and services provided pursuant to this Agreement, and all direct and indirect costs incurred in the performance of this Agreement. RTA shall have the right from time to time to examine the records of CT as they concern to this project and the direct and indirect costs incurred in the performance of this Agreement.

15. INSURANCE

CT agrees to secure and maintain, for the duration of the period in which the facility is under construction, comprehensive general liability insurance of the same type and in the same amount as is customarily carried by CT to insure the park and ride lot facilities owned or operated by Community Transit, provide that in no event shall said insurance be in an amount less than \$2,000,000 per occurrence covering personal injuries and property damage. Such insurance shall include coverage for Public Officials Errors and Omissions and shall include RTA as an additional insured. CT shall furnish RTA with certificates of insurance and the endorsements to evidence the insurance required by this Agreement. The RTA reserves the right to require complete, certified copies of all required insurance policies at any time. Any deductible or self-insured retention applicable to any insurance policy required by this Agreement shall not limit or apply to CT's liability or obligation to indemnify RTA under this Agreement.

16. ASSIGNMENT

Neither party shall assign this Agreement or any part thereof without the written consent of the other. Any attempted assignment without said consent shall be void. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their successors and permitted assigns.

17. GOVERNING LAW

The Agreement shall be governed by the laws of the State of Washington.

18. SEVERABILITY

If any portion of this Agreement is found to be unenforceable by a court of competent jurisdiction, the remaining terms and provisions unaffected thereby shall remain in full force and effect.

19. TERMINATION

The Agreement may be terminated upon mutual Agreement of the parties.

20. FUTURE AGREEMENTS

This agreement is for the purpose of supporting CT in the construction of the Ash Way Park and Ride Lot. This agreement is of a specific nature and shall not be construed as setting precedent in the way the RTA will ultimately contract to provide these types of facilities.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT as of the date first written above.

For Community Transit

For Regional Transit Authority

Name

Name

Title

Title

ATTEST:

ATTEST:

Name

Name

Title

Title

ATTACHMENT 1

ASH WAY PARK AND RIDE LOT
SUMMARY
ESTIMATE OF COST

<u>ITEM</u>	<u>COST</u>
Construction Estimate	\$3,665,898.15
Sales Tax @ 8.6% of \$512,605.05	44,084.03
Subtotal	\$3,709,982.18
Engineering @ 10%	370,998.22
Contingencies @ 5%	185,499.11
Other Construction	3,200.00
Advertisement and Award	10,000.00
Total	\$4,279,679.51

ATTACHMENT 2

ASH WAY PARK & RIDE LOT

OVERVIEW

This project is the construction phase of a multimodal facility which includes a 1,000-stall park and ride lot, bus bays, lighted customer shelters, bike lockers, information kiosks, pedestrian walkways, driver's restroom, and passenger safety/security features. The project has been optimally sited adjacent to I-5 on 164th St. SW and Ash Way and will provide easy freeway access via a direct HOV-only access ramp which is part of the Freeway HOV Facility Regional Plan. The facility has been designed in conjunction with the 164th St. widening project and Ash Way realignment which both incorporate a network of Class II bikeways providing direct bicycle connections between the facility, the Interurban Trail, and points throughout the County. The facility will be served by local collector buses and five new regional commuter bus routes to the Seattle CBD, the University of Washington, and the Eastside. This project provides a multimodal solution to the problem of severe overcrowding at the four existing park and ride lots serving southwest Snohomish County which are at 102% - 114% of capacity.

GOALS

This project will mitigate congestion and overcrowding through a 35% increase in park and ride lot capacity in southwest Snohomish County with multimodal access to the site. It will serve as the transportation hub linking major travel ways – the freeway system, transit system, major local arterials, Interurban Bicycle Trail, and pedestrian passageways. The project will increase travel choices and facilitate seamless connections between a variety of HOV and non-motorized modes including local/regional bus, bicycle, carpool, vanpool, and walking. It will increase the mobility of Snohomish County residents by supporting new regional commuter bus service from the site to the Seattle CBD, the University of Washington, and the Eastside. Increased HOV usage will mitigate congestion and preserve capacity on the regionally significant I-5 and I-405 corridors and major arterials in southwest Snohomish County through reductions in SOV usage estimated at 572,000 trips annually along these routes. Construction work planned includes Grading/Drainage, Surfacing/Paving, Structures (shelters, driver's restroom), Arterial Access Improvements, and Traffic Services & Safety (illumination, signing, stripping, hydrants, lane markers, curbs, sidewalks, traffic control, and bike lockers). The planned construction start date is fall, 1997 with operations beginning in early 1998.

Project planning has involved extensive participation and cooperation from all jurisdictions in the surrounding area who are affected by this project including Snohomish County, the City of Lynnwood, the City of Mill Creek, WSDOT, Community Transit, and RTA.